

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF

ADELICIA MELENDEZ BURGOS
Debtor

First Leasing & Rental Corporation
Movant

CASE NO: 16-03855 (BKT)

CHAPTER 13

AMENDED OBJECTION PLAN CONFIRMATION & REQUEST OF DISMISSAL

TO THE HONORABLE COURT:

Comes now **FIRST LEASING & RENTAL CORPORATION** through its undersigned counsel and respectfully alleges and prays:

I. INTRODUCTION.

1- The jurisdiction of the Honorable Court is ascertain under Title 28 USC§1334, Title 28 USC §157, Title 11 USC §365 on Promptly Cure of Arrears and Assurance of Future Performance and 11 USC §1325 (a) (3) on Good Faith.

II. FACTS.

2- Movants standing is ascertain as it filed on July 5, 2016, two (2) unsecured pertaining to two (2) personal leases: one, under claim no 3 for amount of \$31,740.00 under account no 6232, and another under claim no 4 for the amount of \$22,992.00 under account no 6234. See, Clm. 3 and 4.

3- Debtor(s) filed a petition under Chapter 13 of the Bankruptcy Code on May 13, 2016. The case was confirmed on October 3, 2016. Upon the filing of a relief from stay by Movant on July 12, 2018; Debtor filed a reply and a Post Confirmation plan dated August 10, 2018. The PCM plan provides for the surrender of the personal lease under claim 4 in the amount of \$22,992.00 under account 6234; and for the payment of the post petition arrears under claim 3 for the amount of \$31,740.00 under account, with post – petition arrears in the amount of \$4,069.15, which contrary to the initial objection under Bkcy Dck 56 will be paid immediately starting next week in the month of September 2018 and will be paid on March 19, 2019. Nevertheless, as per claim no 4 in relation of which the PCM plan dated August 10, 2018 provides for the surrender of the collateral: - please see Part 3 on Treatment of Secured Claims at Sub-Part 3.5 on Surrender of Collateral, the DEBTOR still HAS NOT SURRENDER the COLLATERAL. And, claim no 4 remains in arrears for NINE (9) POST – PETITIONS, with the total amount in arrears of \$ 4,526.56. Furthermore, the PCM Plan dated August 10, 2018 DOES NOT PROVIDE under Part 6: on Executory Contracts and Unexpired Leases for the REJECTION of the LEASE under claim no 4. See, Bkcy Dck 1, 11, 17 and 50. Also see, Attachment A, B and C.

4- On March 31, 2016, Ms. Adelicia Melendez Burgos, with residence in Altos de la Fuente, E2 Street 2, Caguas, Puerto Rico 00725, *of her own free, conscious, and intelligent will consent to a binding contract with First Leasing & Rental Corp.*, consistent in a Lease Agreement for the rental and use of the

auto. *Puig Brutau, Fundamentos del Derecho Civil, Chapter III on Los Vicios del Consentimiento, Ed. Bosh, Barcelona, Text II, Vol. I, 1978.* See, Clm. Reg. 3.

5- Paragraph 19, sub paragraphs (a) and (b) it is clearly established:

- (a) "Este es un contrato de arrendamiento y no una compraventa. Cada unidad pertenece exclusivamente al arrendador. ..."
- (b) Sin el consentimiento escrito del Arrendador, el Arrendatario no cederá, transferirá, hipotecara, dará en prenda o de otro modo dispondrá de este Arrendamiento o cualquier interés o derecho del mismo, ni sub-arrendara, prestara o alquilara de forma alguna cualquier Unidad; además el Arrendatario notificará por escrito al Arrendador inmediatamente de cualquier cambio significativo en su titularidad o disposición de sus activos aunque no esté contemplándose un cesión del Arrendatario..."

6- If the terms of a contract are clear and leave no doubt as to the intentions of the contracting parties, the literal sense of its stipulations shall prevail. *Title 31 PRLA §3471*

7- Now, as of to August 27, 2018, two (2) months after the filing of the relief the debtor duly, represented by an attorney, has not surrendered the lease not called to coordinate its surrender not provide the information of a third party in possession in such eventuality making him an accessory to a non-compliance with the Lease Agreement Contract and with the Lease Contract Law of Puerto Rico.

8- On 1984 the Supreme Court of Puerto Rico *arrived to an important conclusion.* In **Teacher's Annuity vs. Marital Community 115 DPR 277 (1984)**, the Supreme Court held that:

- a. **Novation by substitution of the debtor can only take place with the creditor's consent. Such consent must be patent and manifest.**
- b. **The legal effect of a novation by substitution of the debtor is radical; it extinguishes the debt realizing the original debtor from all obligations toward the creditor and creates a new obligation with the substitute debtor. Moreover, extinguishment of the debt entails distinguishment of the guaranties and other accessory rights, pursuant to the provisions of art.**
- c. **in order to produce novation by substitution of the debtor, the creditor's consent must be certain and positive and must be given with the deliberate purpose of releasing the original debtor from his obligations and allocating them fully upon the new debtor.**
- d. **Furthermore, the Court held that, where applicable, the mere acceptance by the creditor of payments made by an alleged new debtor is not the certain and positive manner by which to infer the creditor's deliberate purpose of accepting the new debtor and thus, producing the novation by substitution of the debtor.**

9- To qualify for confirmation under Chapter 13, Debtor has to satisfy the requirements set forth in 11 USC §1325(a) (3) of the Code. Therefore, a Plan's must be filed in good faith.

10- In evaluating whether a plan has been proposed in good faith under 11 USC §1325[a][3], the bankruptcy court should look to the totality of the circumstances, including: [1] the amount of the debtor's income from all sources, [2] the living expenses of the debtor and dependents, [3] amount of attorney's fees, [4] the probable expected duration of the debtor's plan, [4] the probable or expected duration of the debtor's plan, [5] the debtor's motivations and sincerity

seeking chapter 13, [6] the debtor's degree of effort, [7] the debtor's ability to earn and the likelihood of fluctuation in earnings, [8] the special circumstances such as inordinate medical expenses, [9] the frequency with which the debtor has sought bankruptcy relief, [10] the circumstances under which the debtor has contracted debts and demonstrate bona fide, or lack of the same, in dealings with creditors, and [11] the burden which the plan's administration would place on the trustee. *In re Young, 237 F.3d 2268 [10th Cir. 2001], Matter of Love, 957 F2nd. 1350 [7th Cir. 1992]*

11- Under Title 11 USC §365(b) (1) if there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the Trustee- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default; (B) compensates, or provides adequate assurance that the trustee will promptly compensate a party other than the debtor to such contract, or lease, for any actual pecuniary loss to such party of future performance under such contract or lease.

12- The trustee must demonstrate the ability to cure defaults under the contract and make future payments. *In re Superior Toy and Manufacturing Co., 78 F3d. 1169 (7th Cir. 1996)*

13- Debtor(s) Ms. Adelicia Melendez Burgos of his own free, conscious, and intelligent will signed a personal security interest on March 31, 2016. And, after, disclosing her intention to surrender the personal lease; seventeen (17) days has transpired after the filing of the PCM plan and still the debtor has not surrendered the collateral not coordinate for its surrender nor provided the information of a third party in possession in such eventuality. To that effect, the debtor must take notice that the transfer the property; where he does not own the title, and without creditors consent, to a third party is prohibited under the contract and Estate law. (*Puig Brutau, Fundamentos del Derecho Civil, Ed. Bosch, Barcelona, Book II, Volume I, 1978*) That said contract expressly prohibits the transfer, sale, etc. of the collateral account. That under the laws of Puerto Rico Debtor could have surrendered the collateral directly to the Lessor - Creditor, instead of transferring or slaying the account to a Third Party, in violation of the laws of Puerto Rico, and in default of the written contact. (*Title 33 Laws of Puerto Rico, Annotated –, as amended on 2004*). ***It will incurred felony in the fourth degree any person who fraudulently: (a) induces another to an act or omission that affects the rights or interests over personal property or real property of said person, the State, or a third party, in their perjury. (b) incurs in an act or omission that affects the rights or interests over personal property or real property of said person, the State, or a third party. (Law No. 149, of June 4, 2004, as amended, and Title 33 LPR Article 201) A felony in the fourth grade will entail the imposition of reclusion for a fix term of natural years of not less than six (6) months and one (1) day, and not higher than three (3) years. The person may be granted conditional liberty by the Parroll Board after the compliance of half of the term.***

14- Federal Rule of Evidence 803 provides that the following are not excluded by the hearsay rule, even though the declarant is available as witness:

... (6) On Records of Regularly Conducted Activity. A memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinions, or diagnoses, made at or near the time by, or from information transmitted by, a person with knowledge, if kept in the course of a regularly conducted business activity, and if it was the regular practice of that business activity to make the memorandum, report, record, or data, compilation, all as shown by testimony of the custodian or other quantified witness, unless the source of information or the method or circumstances of preparation indicate lack of trustworthiness. The term "business" as used in this paragraph includes business, institution, association, profession, occupation, and calling of every kind, whether or not conducted for profit.

15- A Court can enter a order dismissing the present case pursuant Title 11 USC §1307(c)(1) on *Unreasonable delay by debtor that is prejudicial to Creditors*, (5) *denial of confirmation of a plan under 1325 of this title and denial of a request made for additional time for filing another plan or a modification of a plan*, 11 USC §1326 (a) (1) *Unless the court orders otherwise, the debtor shall commence making the payments proposed by a plan within 30 days after the plan is filed, payments not later than 30 days after the date of the filing of the plan or the order for relief, whichever is earlier, and (6) on Material default by the debtor with respect to a term of a confirmed plan, and Title 11 USC §1324 (b) on hearing of confirmation that shall to be held not earlier than 20 days and not later than 45 days after the date of the meeting of creditors under section 341 (a)*.

16- As of to August 24, 2016 the personal lease under account 6234 has not been surrendered and the account already NINE (9) post-petition for \$4,526.56 dollars. See, Attachment B and C.

17- While it is true that under certain circumstances, bankruptcy debtors may alter terms of contracts, 11 USC §1322(b) (2), there is no basis in the Bankruptcy Code *for altering the parties to the contract or another party's contract*. In re Washington, 137 BR 748 (Bkcy. E. D. Ark. 1992)

16- Movant requests an order from the Court for the debtor to surrender the property at once, with no further delay or case to be dismissed.

18- Pursuant to the Service Members Civil Relief Act: - the data banks of the Department of the Defense Manpower Data Center confirmed that the debtor(s) is (are) not member(s) of the Uniformed Services (US Armed Forces, Navy, Marine Corps, Air Force, NOAA, Public Health, and Cost Guard.) See, Attachment D

WHEREFORE, First Leasing and Rental Corporation respectfully requests from this Honorable Court to order Debtor to lift the stay in favor of Movant, for Movant to proceed with the repossession of the unit, or to surrender the collateral subject to the lease at once with no further delay.

RESPONSE TIME NOTICE

Within thirty (30) days after service as evidenced by the certification, and additional three (3) days pursuant to Fed. R. Bankr. P. 9006 (f) if you were served by mail, any party against whom this paper has been served, or any party to the action who objects to the relief sought herein, shall

serve and file an objection or other appropriate response to this paper with the Clerk's Office Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.

Rule 9013-1 (h)

CERTIFICATE OF SERVICE

I hereby certify that on this same date a true and correct copy of the present motion was sent by CM/ECF to the Chapter 13 Trustee, JOSE CARRION MORALES and to the Attorney for Debtors at the address on record, Atty. ROBERTO FIGUEROA CARRASQUILLO, and to the Debtor(s) at the address on record by first class mail, ADELICIA MELENDEZ BURGOS, at ALTOS DE LA FUENTE, E2 STREET 2, CAGUAS, PUERTO RICO 00725, and to Creditors disclosed under the List of Creditors.

In San Juan, Puerto Rico this the 27th day of August, 2018

By: //s// **MARIA M. BENABE-RIVERA**
Attorney for Movant - US - DC 208906
PO Box 9146, Santurce, P.R. 00908-0146
Tel. (787) 729-8324/Fax No. (787) 729-8323
maria.benabe@firstbankpr.com

[Rev. 04/04/2011]

DISTRIBUTION OF PLAN PAYMENTS BY MONTH

DISTRIBUTION OF PLAN PAYMENTS BY MONTH

NO_S Post CM FBPR
PAGOS A COTIZAN

DISTRIBUTION OF PLAN PAYMENTS BY MONTH

DISTRIBUTION OF PLAN PAYMENTS BY MONTH

IN THE UNITED STATES BANKRUPTCY COURT

IN RE: ADELICIA MELENDEZ BURGOS
DEBTOR (S)
FIRSTBANK PUERTO RICO
MOVANT
VS.
RESPONDENT (S)

Case No. 16-03855
Chapter: 13

Index

- of acts against property under 11 USC 362 (D) (2)
- of acts against property under 11 USC 365 (D) (2)
- of other acts under II USC (D) (1) 1307
- of co-debtor stay under 11 USC 1201 (c) (2) or 1301 (c) (2)

Creditor: Movant

Account Number: **XXXXXX6234**

**STATEMENT OF AMOUNT DUE INCLUDING A BREAKDOWN
IN THE FOLLOWING CATEGORIES**

As of Date:

Per Diem Interest:

1. Principal Balance Due:	\$13,940.18
2. Interest Due: From:	
3. Late Charges Due:	
4. Advance for: Taxes	
	Others charges
5. Attorneys cost & fees	
6. Any other charge (Motion)	
7. Total	\$13,940.18

I, Yvette Huertas, Assistant Vice President of Firstbank Puerto Rico declares under penalty of perjury the laws of the United States that the foregoing is true and correct.

In San Juan, Puerto Rico this August 27, 2018.



Attachment B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

ADELICIA MELENDEZ BURGOS
DEBTOR (S)
FIRSTBANK PUERTO RICO
MOVANT
VS.
RESPONDENT (S)

Case No. 16-03855
Chapter: 13

STATEMENT OF INSTALLMENTS DUE
COST AND ATTORNEY'S FEES OWD ON PERSONAL LOANS
CONDITIONAL SALES CONTRACT NUMBER:

XXXXXX6234

As of August 27, 2018

A. PRE-PETITION

<u>0</u>	Monthly installments of	\$ <u> </u> -	Due \$ <u> </u> -
<u>0</u>	Monthly installments of	\$ <u> </u> -	Due \$ <u> </u> -

Total pre-petition installments and
late charges due \$ -

B. POST-PETITION

<u>9</u>	Monthly installments of	\$ <u>479.00</u> Due \$ <u>4,311.00</u>
<u>9</u>	Monthly installments of	\$ <u>23.95</u> Due \$ <u>215.55</u>

Total post-petition installments and
late charges due \$ 4,526.55

C. ATTORNEYS FEES

**TOTAL INSTALLMENTS DUE, COST AND
ATTORNEYS FEES OWED**

Page: 1 Document Name: Carmen Mayonet
 Case: 16-03855-BKT7 Doc#: 58 Filed: 08/27/18 Entered: 08/27/18 15:36:05 Desc: Main
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 CTL2 000 CTL3 000 CTL4 0000 CUST
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 ORIG PROCEEDS 17993.68 ORIG RATE 10.0000000
 LT CHG DUE 235.91 PER DIEM 0.0000000
 FEES DUE 0.00 ***** DATES *****
 CURRENT PRIN 13887.41 CONTRACT DATE 03/31/16
 CURRENT INT 662.14- CURR MATURITY 04/05/20
 SCH PYMT AMT 479.00 CLOSED DATE
 CUR PYMT AMT 479.00 SCHED DUE DATE 09/05/18
 PAST DUE AMT 4191.25 OLDEST DUE DATE 12/05/17
 PARTIAL PAID 119.75 LAST MAINT DT 07/10/18
 ***** LST BAL CHG DT 04/02/18
 ADELICIA MELENDEZ-BURGOS
 URB ALTOS DE LA FUENTE
 E2 CALLE 2 COLLATERAL 008 006 004 001 009 001
 CAGUAS PR 00727-7309 CODE: AUTO
 PH () (787) 344-7885 DESC: #REFI12170145690
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Date: 08-27-2018 Time: 08:51:14.58

Page: 1 Document Name: Carmen Maysonet
Case# 16-03855-BKT7 Doc# 58 Filed 08/27/18 Entered 08/27/18 15:36:05 Desc: Main
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START DATE 02/05/18

OPT: A=ACCRUED SINCE LAST TRAN, C=CAPTURE, R=REVERSAL, S=SPECIFIC, H=SPLIT HIST
D=DISPUTED ITEM STATUS CHG

OPT	EFF DATE	TRAN DESCRIPTION	TRAN AMOUNT	POST BALANCE
	02/05/18	7070 MOVE TO NONACCR	487.90	14,366.41
	02/05/18	7072 INC NON RECVY	487.90	14,366.41
	02/21/18	2983 USER DAG UPD	MULTIPLE FIELDS	
	02/21/18	7011 FEE ASSESSMENT	23.95	14,366.41
	03/21/18	7011 FEE ASSESSMENT	23.95	14,366.41
	03/30/18	2013 USER-AMT2 UPDAT	MULTIPLE FIELDS	
	04/02/18	8080 PAY BY PHONE	502.95	13,887.41
	04/18/18	2983 USER DAG UPD	MULTIPLE FIELDS	
	04/23/18	7011 FEE ASSESSMENT	23.95	13,887.41
	05/21/18	7011 FEE ASSESSMENT	23.95	13,887.41
	06/21/18	7011 FEE ASSESSMENT	23.95	13,887.41
	07/10/18	2983 USER DAG UPD	MULTIPLE FIELDS	
	07/23/18	7011 FEE ASSESSMENT	23.95	13,887.41
	08/21/18	7011 FEE ASSESSMENT	23.95	13,887.41

PF2-NEXT PAGE PF3-PREV PAGE PF6-SELECT

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 CTL2 000 CTL3 000 CTL4 0000 CUST
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 ORIG PROCEEDS 17993.68 ORIG RATE 10.0000000
 LT CHG DUE 235.91 PER DIEM 0.0000000
 FEES DUE 0.00 ***** DATES *****
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 CURRENT INT 662.14- CURR MATURITY 04/05/20
 SCH PYMT AMT 479.00 CLOSED DATE
 CUR PYMT AMT 479.00 SCHED DUE DATE 09/05/18
 PAST DUE AMT 4191.25 OLDEST DUE DATE 12/05/17
 PARTIAL PAID 119.75 LAST MAINT DT 07/10/18
 ***** LST BAL CHG DT 04/02/18
 ADELICIA MELENDEZ-BURGOS
 URB ALTOS DE LA FUENTE
 E2 CALLE 2
 CAGUAS COLLATERAL PR 00727-7309 CODE: AUTO
 PH () (787) 344-7885 DESC: #REFI12170145690
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 AMPCGIS1 AM7294 I: FIRST STATUS DISPLAYED LAST

Date: 08-24-2018 Time: 14:59:00.54

Verified, at moment no se be
J. Rodriguez

8-24-18

J. Rodriguez

Attachment C

OPT: A=ACCRUED SINCE LAST TRAN, C=CAPTURE, R=REVERSAL, S=SPECIFIC, H=SPLIT HIST
D=DISPUTED ITEM STATUS CHG

OPT	EFF DATE	TRAN DESCRIPTION	TRAN AMOUNT	POST BALANCE
	02/05/18	7070 MOVE TO NONACCR	487.90	14,366.41
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	02/21/18	2983 USER DAG UPD	MULTIPLE FIELDS	
	02/21/18	7011 FEE ASSESSMENT	23.95	14,366.41
	03/21/18	7011 FEE ASSESSMENT	23.95	14,366.41
	03/30/18	2013 USER-AMT2 UPDAT	MULTIPLE FIELDS	
	04/02/18	8080 PAY BY PHONE	502.95	13,887.41
	04/18/18	2983 USER DAG UPD	MULTIPLE FIELDS	
	04/23/18	7011 FEE ASSESSMENT	23.95	13,887.41
	05/21/18	7011 FEE ASSESSMENT	23.95	13,887.41
	06/21/18	7011 FEE ASSESSMENT	23.95	13,887.41
	07/10/18	2983 USER DAG UPD	MULTIPLE FIELDS	
	07/23/18	7011 FEE ASSESSMENT	23.95	13,887.41
	08/21/18	7011 FEE ASSESSMENT	23.95	13,887.41

PF2-NEXT PAGE PF3-PREV PAGE PF6-SELECT

Date: 08-24-2018 Time: 14:59:07.51



**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-8102

Birth Date:

Last Name: MELENDEZ BURGOS

First Name: ADELICIA

Middle Name:

Status As Of: Aug-27-2018

Certificate ID: KZP5VZ6R2XZ3YLX

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

Label Matrix for local noticing

0104-3

Case 16-03855-BKT13

District of Puerto Rico

Old San Juan

Fri Aug 24 16:33:50 AST 2018

US Bankruptcy Court District of P.R.
 Jose V Toledo Fed Bldg & US Courthouse
 300 Recinto Sur Street, Room 109
 San Juan, PR 00901-1964

FIRSTBANK PR
 PO BOX 9146
 SAN JUAN, PR 00908-0146

(p) JEFFERSON CAPITAL SYSTEMS LLC
 PO BOX 7999
 SAINT CLOUD MN 56302-7999

American Express Bank FSB
 c/o Becket and Lee LLP
 PO Box 3001
 Malvern PA 19355-0701

Amex
 PO Box 297871
 Fort Lauderdale, FL 33329-7871

BOLIVAR ARBOLEDA
 URB ALTOS DE LA FUENTE
 E2 Calle 2
 Caguas, PR 00727-7309

COOPERATIVA A/C LAS PIEDRAS
 APARTADO 414
 LAS PIEDRAS PR 00771-0414

Chld/Cbna
 PO Box 6497
 Sioux Falls, SD 57117-6497

Coop De A/C Las Piedras
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 Las Piedras, PR 00771-0252

DEPARTMENT OF TREASURY
 BANKRUPTCY SECTION 424 B
 PO BOX 9024140
 SAN JUAN, PR 00902-4140

Departamento de Hacienda
 PO Box 9024140
 San Juan, PR 00902-4140

FIRST BANK
 CONSUMER SERVICE CENTER
 BANKRUPTCY DIVISION-(CODE 248)
 PO BOX 9146, SAN JUAN, PR. 00908-0146

Firstbank Puerto Rico
 PO Box 11856
 San Juan, PR 00910-3856

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 PO Box 9146
 San Juan, PR 00908-0146

Island Finance
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 San Juan, PR 00936-8604

LCDA SUSAN BONILLA FLORES
 PO Box 1004
 Juncos, PR 00777-1004

MIDLAND FUNDING LLC
 PO BOX 2011
 WARREN, MI 48090-2011

SANTANDER FINANCIAL D/B/A ISLAND FINANCE
 PO BOX 195369
 SAN JUAN PR 00919-5369

Sears/Cbna
 133200 Smith Rd
 Cleveland, OH 44130

Syncb/Jc Penney PR
 PO Box 965007
 Orlando, FL 32896-5007

Syncb/tjx Cos Dc
 PO Box 965005
 Orlando, FL 32896-5005

Synchrony Bank
 c/o PRA Receivables Management, LLC
 PO Box 41021
 Norfolk VA 23541-1021

Synchrony Bank
 c/o Recovery Management Systems Corp
 25 SE 2nd Ave Suite 1120
 Miami FL 33131-1605

ADELICIA MELENDEZ BURGOS
 ALTOS DE LA FUENTE
 E2 CALLE 2
 CAGUAS, PR 00725-5805

ALEJANDRO OLIVERAS RIVERA
 ALEJANDRO OLIVERAS CHAPTER 13 TRUS
 PO BOX 9024062
 SAN JUAN, PR 00902-4062

MONSITA LECAROZ ARRIBAS
 OFFICE OF THE US TRUSTEE (UST)
 OCHOA BUILDING
 500 TANCA STREET SUITE 301
 SAN JUAN, PR 00901

ROBERTO FIGUEROA CARRASQUILLO
 PO BOX 186
 CAGUAS, PR 00726-0186

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Jefferson Capital Systems LLC
PO Box 7999
St Cloud, MN 56302-9617

(d) JEFFERSON CAPITAL SYSTEMS LLC
PO Box 7999
St Cloud MN 56302

	End of Label Matrix
Mailable recipients	27
Bypassed recipients	0
Total	27